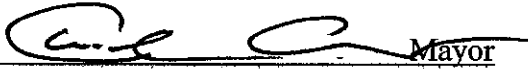


Approved  Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Special Item No. 2

6-30-09

**OFFICIAL FILE COPY  
CLERK OF THE BOARD  
OF COUNTY COMMISSIONERS  
DADE COUNTY, FLORIDA**

RESOLUTION NO. R-904-09

RESOLUTION RELATED TO NEW FLORIDA MARLINS BALLPARK, RELATED PUBLIC INFRASTRUCTURE AND CITY PARKING FACILITIES; APPROVING TERMS OF AGREEMENT BY AND BETWEEN MIAMI-DADE COUNTY AND FLORIDA MARLINS, L.P.; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AGREEMENT; AND AMENDING RESOLUTION NO. R-780-09 TO DIRECT THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE TERMINATION PROVISIONS IN CONSTRUCTION ADMINISTRATION AGREEMENT, AS AMENDED, IF CERTAIN CONDITIONS ARE NOT SATISFIED

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:**

Section 1. This Board hereby approves the terms of and authorizes the County Mayor or the County Mayor's designee to execute an agreement by and between the County and the Florida Marlins, L.P., subject to consultation and approval by the County Attorneys Office that such agreement contains the following provisions: (a) as consideration for the County's execution of bond purchase agreements for the purchase of the Professional Sports Franchise Facilities Tax Revenue and Refunding Bonds and the Special Obligation Bonds (Convention Development Tax), Florida Marlins, L.P. shall remit to the County \$6.2 million on or before the date such amounts shall be deposited in the County Account as final draws in order to meet the County's funding obligations under the Construction Administration Agreement; and (b) if the Construction

Administration Agreement is amended to provide: (i) the County's contribution to Stadium Project Costs is reduced to \$341.3 million; and (ii) the initial Stadium Project Budget is reduced to \$508.8 million, Florida Marlins, L.P. shall be relieved of its obligations under the Agreement (the "Agreement").

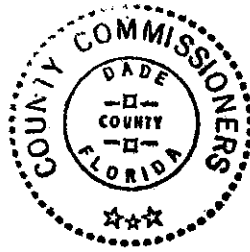
Section 2. The Board hereby authorizes the County Mayor or the County Mayor's designee to execute the Agreement upon the occurrence of all of the following: (a) the proper execution by the Florida Marlins, L.P. of the Agreement; and (b) approval by the Office of the County Attorney as to legal sufficiency of such executions.

Section 3. If the County Mayor or the County Mayor's designee has not executed the Agreement by 1 p.m., July 1, 2009, then the Finance Director shall not execute the bond purchase agreements for the purchase of the Professional Sports Franchise Facilities Tax Revenue and Refunding Bonds and the Special Obligation Bonds (Convention Development Tax) and the County Mayor or the County Mayor's designee shall terminate the Construction Administration Agreement on July 1, 2009.

The foregoing resolution was offered by Commissioner Bruno A. Barreiro , who moved its adoption. The motion was seconded by Commissioner Jose "Pepe" Diaz and upon being put to a vote, the vote was as follows:

	Dennis C. Moss, Chairman	aye	
	Jose "Pepe" Diaz, Vice-Chairman	aye	
Bruno A. Barreiro	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	nay	Sally A. Heyman	nay
Barbara J. Jordan	aye	Joe A. Martinez	absent
Dorin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	nay	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of July, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: DIANE COLLINS  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

GBK

Geri Bonzon-Keenan

July 1, 2009

Miami-Dade County  
111 NW 1<sup>st</sup> Street, Suite 2900  
Miami, FL 33128  
Attn: George M. Burgess

Re: Construction Administration Agreement dated as of April 15, 2009 among Miami-Dade County (the "**County**"), the City of Miami (the "**City**") and Florida Marlins, L.P. (the "**Team**") as amended by the First Amendment dated as of June 30, 2009 (the "**Construction Administration Agreement**"). Capitalized terms used but not otherwise defined herein shall have the meanings provided in the Construction Administration Agreement.

Ladies and Gentlemen:

This letter agreement (the "**Agreement**") should serve to confirm the following acknowledgments, understandings and agreements:

1. As consideration for the County's execution of bond purchase agreements for the purchase of the Professional Sports Franchise Facilities Tax Revenue Refunding Bonds, Series 2009A and Series 2009B, and the Professional Sports Franchise Facilities Tax Revenue Bonds, Series 2009C and Series 2009D, and the Professional Sports Franchise Facilities Tax Variable Rate Revenue Bonds, Series 2009E, and the Subordinate Special Obligation Bonds, Series 2009, the Team shall remit to the County \$6.2 million on or before the date the last \$6.2 million is required to be funded by the County in order to meet the County's funding obligations under Section 6.2(x) of the Construction Administration Agreement, to be applied by the County toward its funding obligations under the Section 6.2(x) of the Construction Administration Agreement.
2. If the Construction Administration Agreement is amended by the County, the City of Miami and Marlins Stadium Developer, LLC to provide: (i) the County's funding obligations under Section 6.2(x) of the Construction Administration Agreement is reduced from \$347,500,000 to \$341,300,000; and (ii) the initial Stadium Project Budget is reduced from \$515,000,000 to \$508,800,000, the Team shall be relieved of its obligations under this Agreement.
3. All notices, demands and other communications under this letter agreement shall be in writing and shall be deemed delivered: (i) when actually received if personally delivered by hand or by reputable commercial overnight courier service; or (ii) three (3) Business Days after deposit in the U.S. Mail, postage prepaid, certified mail, return receipt requested, and in each case properly addressed to the parties as follows:

With a Copy to:

If to the County:

County Manager  
111 NW 1<sup>st</sup> Street, Suite 2900  
Miami, FL 33128  
Attn: George M. Burgess

County Attorney  
111 NW 1<sup>st</sup> Street, Suite 2810  
Miami, FL 33128  
Attn: Robert A. Cuevas, Jr. and  
Geri Keenan

If to the Team:

2267 Dan Marino Boulevard  
Miami, FL 33056  
Attn: David Samson and  
Derek Jackson

Proskauer Rose LLP  
1585 Broadway  
New York, NY 10036  
Attn: Wayne D. Katz, Esq.

4. This letter agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to conflict of laws provisions. THE PARTIES WAIVE ANY RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES AGAINST ANOTHER ON, OR IN RESPECT OF, ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LETTER AGREEMENT OR ANY DOCUMENT OR INSTRUMENT DELIVERED IN CONNECTION HERewith, THE RELATIONSHIP OF THE PARTIES HEREUNDER AND/OR ANY CLAIM OF INJURY OR DAMAGE.

5. Whenever possible, each provision of this letter agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If, however, any provision of this letter agreement, or portion hereof, is prohibited by law or found invalid, such provision or portion thereof, only shall be ineffective without invalidating or affecting the remaining provisions which shall be deemed severable.

6. No waiver of any term, obligation, condition or provision of this letter agreement shall be deemed to have been made, whether due to any course of conduct, continuance or repetition of non-compliance, or otherwise, unless such waiver is expressed in writing and signed and delivered by the party granting the waiver, nor shall any forbearance by any party to seek a remedy for breach by another party be construed as a waiver of any rights or remedies in respect of any such breach or any subsequent breach.

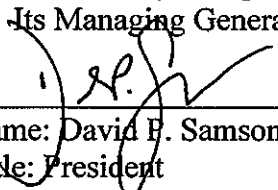
7. The provisions of this letter agreement shall be binding on each of the parties hereto and their respective successors and authorized assigns.

8. This letter agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same fully executed agreement. Delivery of any executed counterpart of a signature page to this letter agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

Very truly yours,

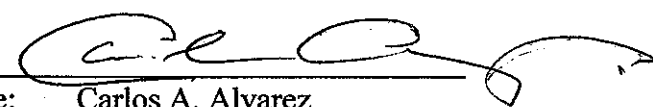
FLORIDA MARLINS, L.P.

By: Double Play Company,  
Its Managing General Partner


By:   
Name: David F. Samson  
Title: President

ACKNOWLEDGED AND AGREED:

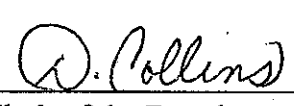
MIAMI-DADE COUNTY

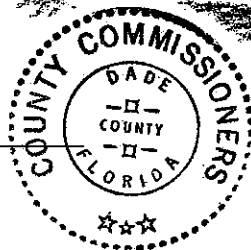
By:   
Name: Carlos A. Alvarez  
Title: County Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
County Attorney

ATTEST:

  
By: Clerk of the Board



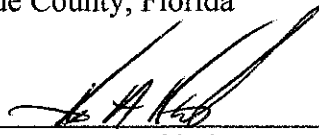
STATE OF FLORIDA                     )  
  )  
COUNTY OF MIAMI-DADE            )

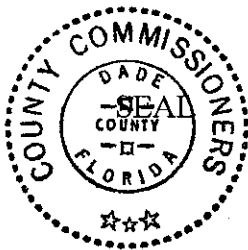
SS:

**I, HARVEY RUVIN**, Clerk of the Circuit Court in and for Miami-Dade County,  
Florida and Ex-Officio Clerk of the Board of County Commissioners of Said County,  
**Do Hereby Certify** that the above and foregoing is a true and correct copy of  
Resolution No. R-904-09 adopted by said board of County Commissioners at its  
meeting held on July 1, 2009, as appears of record

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on  
this 1<sup>st</sup> day of July, A.D. 2009.

**HARVEY RUVIN**, Clerk  
Board of County Commissioners  
Dade County, Florida

By   
Deputy Clerk



Board of County Commissioners  
Miami-Dade County, Florida